

REMARKS/ARGUMENTS

Applicant has received the Office Action dated April 17, 2008, in which the Examiner: 1) rejected claims 1-8, 10-11 and 23 under 35 U.S.C. § 101 as allegedly directed to non-statutory subject matter; 2) rejected claims 1-4 and 10-11 under 35 U.S.C. § 103(a) as allegedly obvious under Merchant (U.S. Pub. No. 2002/0128815 A1) in view of Alonso (U.S. Pat. No. 6,434,700 B1); 3) rejected claims 5 and 8 under 35 U.S.C. § 103(a) as allegedly obvious under Merchant, Alonso and Tindal (U.S. Pat. No. 7,246,162); 4) rejected claims 6-7 and 23 under 35 U.S.C. § 103(a) as allegedly obvious under Merchant, Alonso and Rangachar (U.S. Pat. No. 6,301,252 B1); 5) rejected claims 12-16 and 21 under 35 U.S.C. § 103(a) as allegedly obvious under Merchant and Tindal; 6) rejected claims 17-18 and 22 under 35 U.S.C. § 103(a) as allegedly obvious under Merchant, Tindal and Rangachar; and 7) rejected claim 20 under 35 U.S.C. § 103(a) as allegedly obvious under Merchant, Tindal and Alonso.

With this Response, Applicant amends claims 1-8, 10-11 and 23. Based on the amendments and arguments herein, Applicant respectfully submits that all pending claims are in condition for allowance.

I. REJECTIONS UNDER 35 U.S.C. § 101

The Examiner rejected claims 1-8, 10-11 and 23 under 35 U.S.C. § 101 as allegedly directed to non-statutory subject matter. As amended, claim 1 now requires that the “uniform interface” be embodied on a computer-readable medium. As Examiner acknowledges, this language is consistent with 35 U.S.C. § 101. MPEP § 2106.01(I). Thus, Applicant respectfully requests that the Examiner remove all 35 U.S.C. § 101 rejections.

II. REJECTION OF CLAIMS 1-4 AND 10-11 AS OBVIOUS UNDER MERCHANT AND ALONSO

Claim 1 requires “wherein at least one of said generic commands puts a device into its most privileged level through an established connection to the device.” The Examiner admits that Merchant fails to teach this limitation and, thus, turns to Alonso. The Examiner asserts that Alonso teaches this limitation at col. 5,

I. 66 – col. 6, I. 15. Applicant kindly submits that the Examiner is mistaken. This portion of Alonso teaches that “different groups of network managers having different authorization privileges with respect to the network devices can simultaneously manage security services from multiple locations.” No mention is made of the network devices having privilege levels, much less a “most privileged level” that is entered into via the receipt of a generic command, as required by claim 1.

Instead, what Alonso teaches here is that different network managers have different levels of security clearance to access different network devices. One network manager may have a sufficient authorization to access device X, while another network manager may not. A distinction between Alonso and claim 1 is that in Alonso the security levels are not specific to the network device. Further, given that Alonso fails to teach network devices that have a “most privileged level,” Alonso most certainly does not teach or even suggest that the network device enters into this “most privileged level” by receiving a generic command, as required by claim 1. Thus, claims 1-8, 10-11 and 23 are patentable over Merchant and Alonso.

III. REJECTIONS OF CLAIMS 5 AND 8 AS OBVIOUS UNDER MERCHANT, ALONSO AND TINDAL

As explained above, claims 5 and 8 are patentable over the combination of Merchant and Alonso. Tindal fails to satisfy the deficiency of this combination. Thus, claims 5 and 8 are patentable over the combination of Merchant, Alonso and Tindal.

IV. REJECTIONS OF CLAIMS 6-7 AND 23 AS OBVIOUS UNDER MERCHANT, ALONSO AND RANGACHAR

As explained above, claims 6-7 and 23 are patentable over the combination of Merchant and Alonso. Rangachar fails to satisfy the deficiencies of that combination, so claims 6-7 and 23 are patentable over the combination of Merchant, Alonso and Rangachar.

**V. REJECTIONS OF CLAIMS 12-16 AND 21 AS OBVIOUS
UNDER MERCHANT AND TINDAL**

Independent claim 12 requires “wherein one of said generic commands gives a device a complete configuration based on information from a stored configuration file” (emphasis added). The combination of Merchant and Tindal fails to teach or even suggest such a limitation. The Examiner admits that Merchant does not disclose this limitation but asserts that Tindal does disclose the limitation at col. 4, l. 59 – col. 5, l. 8. The Examiner is mistaken. This portion of Tindal teaches that a network manager unit can store configuration records for each of the network devices attached thereto. Col. 4, ll. 64-67. A global GUI can be used to edit the configuration records that are stored on the network manager unit. Col. 4, l. 67 – col. 5, l. 2. The data in those records can then be used to populate attribute fields in a template. Col. 5, ll. 2-4. In turn, these populated template fields can be provided to the appropriate network devices. Col. 5, ll. 4-6. Note that Tindal does not teach that the template fields are used to configure network devices and, *arguendo*, even if it did so teach, Tindal most certainly does not teach that the template fields give the network device a “complete configuration,” as required by claim 12. Because Tindal does not explain that the template devices are actually used to configure network devices, it is not possible for Tindal to teach or even suggest whether a partial configuration is done, whether multiple templates are used to perform multiple configurations of a single device, whether complete configurations are done, *etc.* Given this lack of clarity in Tindal, it is unreasonable and improper for the Examiner to automatically assume that a configuration is performed using the template fields, and further to assume that the configuration is a “complete” configuration for the network device.

Based on the foregoing, claims 12-18 and 20-22 are patentable over the combination of Merchant and Tindal.

Dependent claim 20 is patentable for an additional reason. Specifically, claim 20 requires “wherein another one of said generic commands puts another device into its most privileged level through an established connection to the

another device.” As explained with regard to claim 1, Merchant fails to teach such a limitation. Tindal fails to satisfy the deficiencies of Merchant. Thus, claim 20 is patentable over the combination of Merchant and Tindal.

VI. REJECTION OF CLAIMS 17-18 AND 22 AS OBVIOUS UNDER MERCHANT, TINDAL AND RANGACHAR

As established above, claims 17-18 and 22 are patentable over the combination of Merchant and Tindal. Rangachar fails to satisfy the deficiencies of Merchant and Tindal. Thus, claims 17-18 and 22 are patentable over the combination of Merchant, Tindal and Rangachar.

VII. REJECTION OF CLAIM 20 AS OBVIOUS UNDER MERCHANT, TINDAL AND ALONSO

As established above, claim 20 is patentable over the combination of Merchant and Tindal. Alonso fails to satisfy the deficiencies of Merchant and Tindal. Thus, claim 20 is patentable over the combination of Merchant, Tindal and Alonso.

VIII. CONCLUSION

In the course of the foregoing discussions, Applicant may have at times referred to claim limitations in shorthand fashion, or may have focused on a particular claim element. This discussion should not be interpreted to mean that the other limitations can be ignored or dismissed. The claims must be viewed as a whole, and each limitation of the claims must be considered when determining the patentability of the claims. Moreover, it should be understood that there may be other distinctions between the claims and the cited art which have yet to be raised, but which may be raised in the future.

Applicant respectfully requests reconsideration and that a timely Notice of Allowance be issued in this case. It is believed that no extensions of time or fees are required, beyond those that may otherwise be provided for in documents accompanying this paper. However, in the event that additional extensions of time are necessary to allow consideration of this paper, such extensions are hereby petitioned under 37 C.F.R. § 1.136(a), and any fees required (including

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fees for net addition of claims) are hereby authorized to be charged to Hewlett-Packard Development Company's Deposit Account No. 08-2025.

Respectfully submitted,

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